

Exhibit A

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

NORTH AMERICA MACHINERY LLC

(b) County of Residence of First Listed Plaintiff Middlesex County, New
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Nichamoff Law PC, 2444 Times Boulevard, Suite 270
Houston, Texas 77005, Tel: 713-503-6706 Fax: 713-360-7497

DEFENDANTS

SPEAK2VOICE LLC and RAHIM RAJWANI

County of Residence of First Listed Defendant Fort Bend County, Texas
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

GK Law PLLC, 701 N. Post Oak Road, Suite 612
Houston, Texas 77024, Phone: 713-428-2045
Fax: 806-630-4109

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. §§ 1332, 28 U.S.C. § 1441

Brief description of cause:

Claim for Fraud, Breach of Contract, Texas Theft Liability Act, Fraudulent Transfer, Imposition of Constructive Trust, Attorney's Fees

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$ 1,400,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

Apr 24, 2024

SIGNATURE OF ATTORNEY OF RECORD

Gagan Khan

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Cause No. 24-DCV-313877

NORTH AMERICA MACHINERY LLC,	§	IN THE DISTRICT COURT
	§	
Plaintiffs,	§	
	§	
Vs.	§	OF FORT BEND COUNTY, TEXAS
	§	
SPEAK2VOICE LLC and RAHIM	§	
RAJWANI,	§	
	§	Fort Bend County - 400th Judicial District Court
Defendants.	§	_____ DISTRICT

**PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER,
JURY DEMAND, & RULE 193.7 NOTICE**

TO THE HONORABLE COURT:

COMES NOW Plaintiff **North America Machinery, LLC** complaining of Defendants **Speak2Voice, LLC** ("Speak2Voice") and **Rahim Rajwani** and seeking a temporary restraining order and injunction, and for causes of action respectfully shows as follows:

A. Discovery Control Plan

1. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively plead that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiff seeks monetary relief over \$250,000.

B. Claim for Relief

2. Plaintiff seeks monetary relief over \$1,000,000. Tex. R. Civ. P. 47(c)(4).

3. Defendants agreed to purchase cranes from Plaintiff for delivery to Defendants' customer in India. When the cranes arrived in India, Plaintiff released the cranes upon Defendants' promises to pay for the equipment, supported by checks made payable to Plaintiff in the promised



Electronic Certified Copy

amounts. Defendants received payment for the cranes from the end customer. Defendants pocketed the sums received from Defendants' customer. Defendants' checks made payable to Plaintiff were returned for insufficient funds when deposited.

4. Plaintiff seeks to recover the promised sums from Defendants under theories of contract, fraud, fraudulent transfer and misrepresentation.

5. Plaintiff seeks a temporary restraining order, injunction and/or receiver with respect to sum received by Defendants from the third-party for the equipment sold to Defendants by Plaintiff.

C. Parties

6. Plaintiff is a corporation formed and existing under the laws of New Jersey, with its principal office located at 55 Carter Drive, Suite 201, Edison, New Jersey 08817.

7. Defendant **Speak2Voice** is a domestic limited liability company with its principal office located at 5024 Bellevue Falls Lane, Sugar Land, Texas 77479. This defendant may be served through its registered agent, Mr. Rajwani, at its registered office, 5024 Bellevue Falls Lane, Sugar Land, Texas 77479.

8. Defendant **Mr. Rajwani**, an individual residing at 5024 Bellevue Falls Lane, Sugar Land, Texas 77479, may be served with process at his residence.

D. Tex. Civ. Prac. & Rem. Code §30.014(A)

9. Plaintiff has not been issued a driver's license. Plaintiff has not been issued a social security number.

E. Jurisdiction

10. This Court has jurisdiction over this matter because the amount in controversy exceeds this Court's minimum jurisdictional requirements.



F. Venue

11. Venue is proper in Fort Bend County under Texas Civil Practice & Remedies Code § 15.002 because all or a substantial part of the events or omissions giving rise to the claim occurred in this county, Mr. Rajwani, a natural person, resides in this county, and Speak2Voice maintains its principal office in this county.

G. Facts

12. Mr. Rajwani and his wife are serial corporate filers and entities created by them have been used to commit fraud on unsuspecting parties.¹ Previously, through a company named B.R. Crane & Equipment, LLC, Mr. Rajwani obtained industrial equipment upon a promise to pay for same. He then sold the equipment and pocketed the proceeds without ever paying for the equipment.²

13. Mr. Rajwani used Khimsons Enterprises, Inc., Twin Logistics and B.R. Crane & Equipment, LLC to avoid fairly compensating employees for hourly wages and overtime.³

14. Mr. Rajwani used B. R. Crane & Equipment, LLC to sell industrial equipment it did not own so that Mr. Rajwani could pocket take \$250,000 from an unsuspecting buyer.⁴

15. Since 2020, Plaintiff and Mr. Rajwani and his companies engaged in various crane and equipment transactions. Through the course of the transactions, Mr. Rajwani earned Plaintiff's

¹ Mr. Rajwani and his wife have formed at least 12 entities, including (1) Khimsons Enterprises, Inc., (2) Gift & Home Accent, Inc., (3) BKR Crane & Equipment Ltd., (4) Twin Logistics LLC, (5) TLD Global LLC, (6) TLD Estate Group LLC, (7) Budget Software Inc., (8) B R Crane & Equipment LLC, (9) Star Lifters LLC, (10) Speak2Voice LLC, (11) Luxury House Direct LLC, and (12) United Jubilee Properties LLC.

² See Cause No. 2019-13197, *Kohinoor Crane Service v. B.R. Crane & Equipment, LLC*, 333rd Judicial District, Harris County, Texas.

³ Case No. 4:13-cv-02650, *Ansari v. Khimsons Enterprises Inc.*, United States District Court, Southern District of Texas.

⁴ Case No. 4:17-cv-03347, *Servicios Misiones S.A. de C.V. v. B.R. Crane & Equipment, LLC*, United States District Court, Southern District of Texas.



trust and confidence. Based on the course of dealings and trust built between the parties, Plaintiff agreed to a million-dollar crane and equipment transaction with Mr. Rajwani.

16. To that end, Mr. Rajwani used Speak2Voice to purchase cranes from Plaintiff and then sell that same equipment onwards to end customers. Specifically, in a series of transactions from February 28, 2023 through February 11, 2024, Speak2Voice promised to pay to Plaintiff the sum of \$1,279,371.58 for various cranes and equipment, delivered to India.⁵ The end buyers of the cranes and equipment were (a) Universal Cranes and Equipment and Plaintiff agreed to pay 30% of the price for the cranes and equipment upon shipment to India and 70% of the price upon delivery.

17. However, Speak2Voice did not pay for the cranes and equipment as agreed. The cranes and equipment were shipped to India as promised by Plaintiff. Speak2Voice failed to pay 70% of the purchase price upon shipment. When the cranes and equipment arrived in India, Plaintiff refused to release any of the cranes and equipment without payment. Accordingly, storage charges commenced to accrue on the cranes and equipment at the port of arrival in India.

18. Speak2voice purposely requested the parts (counter-weights, loafers, jib, etc.) to ship in shipping containers separate from main bodies of cranes and his modus operandi is he made the plaintiff to release the parts on the pretext of giving complete payment once main machine arrives. So, by doing this, parts of the crane went to consignee and Plaintiff remains with main machines in hand which make those machines worthless, because either Plaintiff nor consignee can resell the machine to recover the funds.

⁵ Attached as **Exhibits A and B** and incorporated by reference are true and correct copies of statements reflecting cranes and equipment sold to Speak2Voice.



19. As storage charges accrued, Mr. Rajwani tried to renegotiate the purchase of the cranes and equipment, now seeking to pay substantially reduced amounts for the cranes and equipment instead of the previously promised sums.

20. Eventually, as Plaintiff was being forced to pay ongoing storage of the cranes and equipment, Speak2Voice, Plaintiff and the carrier of the cargo, Best International Cargo, entered into a settlement agreement dated January 28, 2024 whereby Speak2Voice promised payment to Plaintiff in the total amount of \$900,000 to release certain of the cranes sold to Speak2Voice.⁶

21. To secure the payments under the agreement, Speak2Voice provided Plaintiff with business checks made payable on future dates as agreed under the settlement agreement.⁷

22. Based on Defendants' promises of payment and assured by the checks made by Speak2Voice, Plaintiff authorized the release of most of the cranes and equipment to the end buyers.

23. Unknown to Plaintiff at the time, Defendants never intended to pay the sums promised under the settlement agreement and only made the false promise of payment with the intent to induce Plaintiff into agreeing to release the cranes and equipment to the end buyers in India.

24. Plaintiff never received the first promised \$500,000 under the settlement agreement despite Mr. Rajwani's representation that the payment had been made. The February 7, 2024 payment in the amount of \$100,000 was returned for insufficient funds. Mr. Rajwani ordered a stop payment on the February 24, 2024 check made to Plaintiff in the amount of \$300,000.

⁶ Attached as **Exhibit C** and incorporated by reference is a true and correct copy of the settlement agreement.

⁷ Attached as **Exhibit D** and incorporated by reference are true and correct copies of checks made payable to Plaintiff by Speak2Voice.



Ultimately, Plaintiff received none of the sums promised by Defendants under the original sales agreement and the subsequent settlement agreement.

25. Upon the failure of the payments, Plaintiff successfully stopped the release of 2 of the cranes, and these remain in India accruing storage charges.

26. Defendants falsely represented to Plaintiff that that initial payment under the settlement agreement was made by presenting a deposit receipt showing payment in the amount of 41,500,000 Rupees (approximately \$540,000) from Universal Cranes and Equipment, on behalf of Speak2Voice, to Plaintiff through Plaintiff's local designee, Maple Maritime Pvt. Ltd. That payment never occurred.⁸

H. Count 1 - Claim for Fraud

27. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation and averment set forth in the above paragraphs with the same force and effect as if the same were more fully set forth at length herein.

28. Defendants promised to pay to Plaintiff the sum of \$1,279,371.58 for various cranes and equipment and then later promised to pay \$900,000 for those same cranes and equipment. Based on Defendants' promises of payment both under the initial agreement and subsequent settlement agreement, Plaintiff shipped the cranes and equipment to India and agreed to release certain of the cranes and equipment to the end buyers. Defendants had reason to know and expected that the promises would be relied upon by Plaintiff.

29. Defendants' representations regarding payments under the initial agreement and subsequent settlement agreement were material to the transactions – Plaintiff would never have

⁸ Attached as **Exhibit E** and incorporated by reference is a true and correct copy of the falsely represented payment.



agreed to ship the cranes and equipment to India and agree to the release of same without said promises of payment.

30. However, Defendants' representations and promises were false statements of fact and/or false promises of payment. Defendants made the false representations and promises knowing they were false. Defendants intended for Plaintiff to rely on and had reason to expect Plaintiff would act in reliance on the false representations and promises described above. Plaintiff justifiably relied on the false representations and promises in shipping and releasing the cranes and equipment as described above.

31. Defendants' false representation directly and proximately caused damages to Plaintiff in excess of \$1.4 million, together with interest, consequential damages in the form of accruing storage, transportation, detention and demurrage charges, costs and attorneys' fees.

I. Count 2 - Claim for Breach of Contract

32. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation and averment set forth in the above paragraphs with the same force and effect as if the same were more fully set forth at length herein.

33. Additionally and/or alternatively, for and in consideration of Speak2Voice's agreement to pay to Plaintiff certain sums, Speak2Voice requested, and Plaintiff agreed to sell to Speak2Voice certain cranes and equipment as described above.

34. Plaintiff fully performed all of its obligations, entitling Plaintiff to payment as described above. However, Defendant failed to pay invoiced amounts when due. Defendant's failure to pay invoices when due as described above constitutes a material breach and/or wrongful repudiation of the above-described agreement.



35. By reason of Defendant's material breach and/ or wrongful repudiation of its obligation under the above-described agreement, Plaintiff is owed and has sustained damages to Plaintiff in excess of \$1.4 million, together with interest, consequential damages in the form of accruing storage, transportation, detention and demurrage charges, costs and attorneys' fees.

J. Count 3 - Claim Under Texas Theft Liability Act

36. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation and averment set forth in the above paragraphs with the same force and effect as if the same were more fully set forth at length herein.

37. Additionally and/or alternatively, Plaintiff brings this action under the Texas Theft Liability Act for an unlawful appropriation of property under Texas Penal Code §§ 31.01, *et seq.* Plaintiff was the owner of and entitled to possession of the cranes and equipment. Defendants unlawfully appropriated certain of the cranes and equipment as such is defined by Texas Penal Code § 31.01(4) by deception as defined by Texas Penal Code § 31.01(1) in violation of Texas Penal Code § 31.03.

38. Defendants' unlawful appropriation was made with the intent to deprive Plaintiff of the cranes and equipment. Such intent is presumed under Texas Penal Code § 31.06.

39. Defendants' wrongful conduct caused injury to Plaintiff, which resulted in damages in excess of \$1.4 million, together with interest, consequential damages in the form of accruing storage, transportation, detention and demurrage charges, costs and attorneys' fees.

40. Upon proof of actual damages, Plaintiff is entitled to additional statutory damages of up to \$1,000 from Defendants under Texas Civil Practice & Remedies Code § 134.005(a)(1).



K. Count 4 – Claim for Fraudulent Transfer

41. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation and averment set forth in the above paragraphs with the same force and effect as if the same were more fully set forth at length herein.

42. Additionally, and/or in the alternative, Texas Business & Commerce Code § 24.006, Transfers Fraudulent as to Present Creditors, provides as follows:

- (a) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.
- (b) A transfer made by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made if the transfer was made to an insider for an antecedent debt, the debtor was insolvent at that time, and the insider had reasonable cause to believe that the debtor was insolvent.

43. Texas Business & Commerce Code § 24.007, When Transfer is Made or Obligation is Incurred, provides that:

For the purposes of this chapter:

- a. a transfer is made:
 - i. with respect to an asset that is real property other than a fixture, but including the interest of a seller or purchaser under a contract for the sale of the asset, when the transfer is so far perfected that a good faith purchaser of the asset from the debtor against whom applicable law permits the transfer to be perfected cannot acquire an interest in the asset that is superior to the interest of the transferee; and
 - ii. with respect to an asset that is not real property or that is a fixture, when the transfer is so far perfected that a creditor on a simple contract cannot acquire a judicial lien otherwise than under this chapter that is superior to the interest of the transferee;
- b. if applicable law permits the transfer to be perfected as provided in Subdivision (1) of this section and the transfer is not so perfected before the commencement



of an action for relief under this chapter, the transfer is deemed made immediately before the commencement of the action;

- c. if applicable law does not permit the transfer to be perfected as provided in Subdivision (1) of this section, the transfer is made when it becomes effective between the debtor and the transferee;
- d. a transfer is not made until the debtor has acquired rights in the asset transferred; and
- e. an obligation is incurred:
 - i. if oral, when it becomes effective between the parties; or
 - ii. if evidenced by a writing, when the writing executed by the obligor is delivered to or for the benefit of the obligee.

44. Texas Business & Commerce Code § 24.008, Remedies of Creditors, provides as follows:

- (a) In an action for relief against a transfer or obligation under this chapter, a creditor, subject to the limitations in Section [24.009](#) of this code, may obtain:
 - a. avoidance of the transfer or obligation to the extent necessary to satisfy the creditor's claim;
 - b. an attachment or other provisional remedy against the asset transferred or other property of the transferee in accordance with the applicable Texas Rules of Civil Procedure and the Civil Practice and Remedies Code relating to ancillary proceedings; or
 - c. subject to applicable principles of equity and in accordance with applicable rules of civil procedure:
 - i. an injunction against further disposition by the debtor or a transferee, or both, of the asset transferred or of other property;
 - ii. appointment of a receiver to take charge of the asset transferred or of other property of the transferee; or
 - iii. any other relief the circumstances may require.
- (b) If a creditor has obtained a judgment on a claim against the debtor, the creditor, if the court so orders, may levy execution on the asset transferred or its proceeds.



45. Defendants transferred the rights to receive payments for the cranes and equipment and/or received such payments for the cranes and equipment from the end buyers of the cranes and equipment through other entities and persons unknown to Plaintiff at this time.

46. Defendants were insolvent at the time of the payments and transfers of rights to same, and Defendants had reasonable cause to believe that Defendants were insolvent at the time of the payments and transfers of rights to same.

47. Additionally, and/or alternatively, Defendants made the above-described transfers without receiving a reasonably equivalent value in exchange for the transfers, and Defendants were insolvent at that time or Defendants became insolvent as a result of the transfers, and unable to pay the debts owed to Plaintiff.

48. On account of the above, under Texas Business & Commerce Code § 24.008(a)(1), Plaintiff is entitled to judgment avoiding the transfers by Defendants to other entities and persons unknown to Plaintiff at this time.

49. Additionally, under Texas Business & Commerce Code § 24.008(b), Plaintiff is entitled to judgment levying execution on sums transferred by Defendants to themselves, and potentially other entities and persons unknown to Plaintiff at this time.

L. Count 5 – Claim for Imposition of Constructive Trust

50. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation and averment set forth in the above paragraphs with the same force and effect as if the same were more fully set forth at length herein.

51. Plaintiff seeks the imposition of a constructive trust on Defendants to recover the proceeds from the sale of the cranes and equipment in aid of the recovery on Plaintiffs' claim.



M. Count 6 - Attorneys' Fees

52. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation and averment set forth in the above paragraphs with the same force and effect as if the same were more fully set forth at length herein.

53. Plaintiff is entitled to recover reasonable expenses, including attorneys' fees, under Texas Civil Practice & Remedies Code § 134.005(b).

N. Exemplary Damages

54. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation and averment set forth in the above paragraphs with the same force and effect as if the same were more fully set forth at length herein.

55. Additionally, and/or alternatively, pursuant to Chapter 41 of the Texas Civil Practice & Remedies Code, the conduct by Defendants constitutes malice and/or in the alternative gross negligence.

56. Specifically, the conduct by Defendants constitutes malice and in the alternative gross negligence as defined in Chapter 41 of the Texas Civil Practice & Remedies Code.

57. As a result of the above-described conduct, acts and omissions, Plaintiff is entitled to exemplary damages from Defendants in an amount within the jurisdictional limits of this court.

O. Piercing the Corporate Veil, Alter Ego, and Single Business Enterprise

58. Plaintiff repeats, realleges, and incorporates by reference, each and every allegation and averment set forth in the above paragraphs with the same force and effect as if the same were more fully set forth at length herein.

59. Plaintiff alleges that Defendants are jointly and severally liable for the conduct of each other because they are the alter egos of each other. Equity demands that the separate corporate



identities of this entity and individual should be disregarded and they should be treated as one to prevent the use of the corporate fiction to avoid unfairness and inequity.

60. Upon information and belief, Mr. Rajwandi controlled Speak2 Voice. Mr. Rajwandi utilized this entity to try to avoid liability and the entity was organized and operated as a mere tool or business conduit of Mr. Rajwandi.

61. Plaintiffs further allege that Defendants are jointly and severally liable for the conduct of each other alleged in this petition because the corporate identity was used as a sham to perpetuate a fraud on Plaintiff. Defendants intended to and did perpetuate an actual fraud on Plaintiff as described above.

62. Additionally, Plaintiff alleges that Defendants are jointly and severally liable for the wrongful conduct alleged in this petition, because they constitute a single business enterprise carrying out a common objective. Defendants integrated their resources to achieve a common business purpose.

63. Plaintiff next alleges that the corporate forms of the entities were utilized to attempt to avoid the existing legal obligations of Defendants. The entities were formed and/or utilized to avoid Defendants' respective existing legal obligations to Plaintiff.

P. Application for Temporary Restraining Order & Appointment of a Receiver

64. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation and averment set forth in the above paragraphs with the same force and effect as if the same were more fully set forth at length herein.

65. Plaintiff asks the Court to freeze Defendants' non-exempt assets and provide an accounting of the sums received for the cranes and equipment and whereabouts thereof.



66. Plaintiff's application for a temporary restraining order is authorized by Texas Civil Practice & Remedies Code § 65.011(1)-(3) and Texas Business & Commerce Code § 24.008(a)(3)(A). Under Texas Business & Commerce Code § 24.008(a)(3)(B), Plaintiff is entitled to the appointment of a receiver to take charge of Defendants' assets.

67. It is probable that Plaintiff will recover from Defendants after a trial on the merits on Plaintiff's claim as Defendants owe money for the cranes and equipment, and intent to commit theft is presumed under Texas Penal Code § 31.06.

68. If Plaintiff's application is not granted, harm is imminent. The harm that will result if the temporary restraining order is not issued is irreparable. Without a restraining order, Plaintiff will be left without adequate remedy. The sums for the cranes and equipment have been and will be further disbursed and unreachable to satisfy Plaintiff's claim. Such is the case where a defendant will be unable to pay damages if an injunction is not issued.⁹

69. Plaintiff is willing to post bond.¹⁰

Q. Request for Temporary Injunction

70. Plaintiff asks the Court to set their application for temporary injunction for a hearing and, after the hearing, issue a temporary injunction against Defendants.

R. Conditions Precedent

71. All conditions precedent to Plaintiff's claims for relief have been performed or have occurred.

⁹ *Texas Indus. Gas v. Phoenix Metallurgical Corp.*, 828 S.W.2d 529, 533 (Tex.App.—Houston [1st Dist.] 1992, no writ); *Bank of Southwest v. Harlingen Nat'l Bank*, 662 S.W.2d 113, 116 (Tex.App.—Corpus Christi 1983, no writ); *Surko Enters., Inc. v. Borg-Warner Acceptance Corp.*, 782 S.W.2d 223, 225 (Tex.App.—Houston [1st Dist.] 1989, no writ).

¹⁰ *See* Tex. R. Civ. P. 684.



S. Jury Demand

72. Pursuant to Texas Rule of Civil Procedure 216, Plaintiff hereby demands a trial by jury.

T. Rule 193.7 Notice

73. Pursuant to Texas Rules of Civil Procedure 193.7, Plaintiff gives notice that all documents produced by any party may be used at any pre-trial proceeding or at trial.

U. Prayer

WHEREFORE, Plaintiff respectfully requests that Defendants be cited to appear and that, on final trial, on final trial, Plaintiff have:

- a. Judgment against Defendants awarding Plaintiff actual damages in an amount within the jurisdictional limits of this court;
- b. Judgment against Defendants awarding Plaintiff exemplary damages;
- c. The imposition of a constructive trust as urged by Plaintiff;
- d. Judgment against Defendants awarding Plaintiff reasonable attorneys' fees and expenses;
- e. A temporary restraining order as sought herein;
- f. A temporary injunction as sought herein;
- g. The appointment of a receiver as requested herein;
- h. Judgment against Defendants awarding Plaintiff prejudgment and post-judgment interest as allowed by law;
- i. Judgment against Defendants awarding Plaintiff costs of suit; and
- j. Such other and further relief to which Plaintiffs may be justly entitled.



Respectfully submitted,

NICHAMOFF LAW PC

/s/ Seth a. Nichamoff

By:

Seth A. Nichamoff
State Bar No. 24027568
2444 Times Boulevard, Suite 270
Houston, Texas 77005
(713) 503-6706 Telephone
(713) 360-7497 Facsimile

ATTORNEYS FOR PLAINTIFF



Cause No. _____

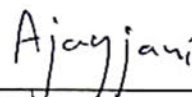
NORTH AMERICA MACHINERY LLC,	§	IN THE DISTRICT COURT
	§	
Plaintiffs,	§	
	§	
Vs.	§	OF FORT BEND COUNTY, TEXAS
	§	
SPEAK2VOICE LLC and RAHIM	§	
RAJWANI,	§	
	§	
Defendants.	§	_____ DISTRICT

UNSWORN DECLARATION

THE STATE OF NEW JERSEY	§
	§
COUNTY OF MIDDLESEX	§

1. My name is **Ajay Jani**, my date of birth is **September 20, 1968**, and my address is **55 Carter Drive, Suite 201, Edison, New Jersey 08817**. I declare under penalty of perjury that the facts stated in this document are true and correct.
2. I am the president of Plaintiff North America Machinery LLC. As the President of Plaintiff, I am authorized to make this declaration on Plaintiff's behalf. I am capable of making this verification. I have read the foregoing application for temporary restraining order. The facts stated in it are within my personal knowledge and are true and correct.

EXECUTED in the County of Middlesex, State of New Jersey on Tuesday, February 27, 2024.



Ajay Jani



Statement

NORTH AMERICA MACHINERY LLC
55 CARTER DRIVE, SUITE 201
EDISON, NJ 08817
Tel: 1-732-325-2422
sales@northamericamachinery.com

Date
2/11/2024

To:
Speak 2 Voice LLC 1607 Kensington Blvd # 112 Sugarland, TX 77479 USA

				Amount Due	Amount Enc.
				\$1,002,300.58	
Date	Transaction			Amount	Balance
04/19/2023	INV #12235. Due 04/19/2023. Orig. Amount \$319,920.00. Grove GMK 6300B S/N 6250-8055			235,920.00	235,920.00
05/30/2023	INV #12244. Due 05/30/2023. Orig. Amount \$218,400.00. 2000 Grove GMK5210/5180 // S.NO 5180-9075			176,400.00	412,320.00
06/22/2023	INV #12245. Due 06/22/2023. Orig. Amount \$309,650.00. LIEBHERR LTM 1300-1 SN 071 133, YEAR 2003, 365 US, 300 METRIC TON ALL TERRAIN CRANE			227,150.00	639,470.00
06/29/2023	INV #12247. Due 06/29/2023. Orig. Amount \$180,560.00. 1995 KRUPP KMK 5160 // S.NO 51608091			132,560.00	772,030.00
08/05/2023	INV #12252. Due 08/05/2023. Orig. Amount \$1,140.58. BANK SERVICE CHARGES			1,140.58	773,170.58
08/29/2023	INV #12246. Due 08/29/2023. Orig. Amount \$268,800.00. ONE UNIT OF USED 2000 DEMAG AC 180 ALL TERRAIN CRANE S/N 24073 C/W MERCEDEZ ENGINES, 197' MAIN BOOM, 100 FT OF FIXED JIB, 141400 LBS OF COUNTERWEGHT 2 WINCHES, 5 SHEVA HOOK BLOCK			208,800.00	981,970.58
09/21/2023	INV #12257. Due 09/21/2023. Orig. Amount \$4,980.00. 1996 JLG 150HAX 4WD Diesel Articulating Boom Lift S/N:0300024353 & 2003 JLG 800S Telescopic Boom Lift S/N:0300068041			4,980.00	986,950.58
09/21/2023	INV #12258. Due 09/21/2023. Orig. Amount \$15,350.00. 2006 JLG 860SJ 4WD Diesel Telescopic Boom Lift (Inoperable) S/N:0300090211			15,350.00	1,002,300.58



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Exhibit A

Statement

BEST INTERNATIONAL CARGO INC.
 2-266 RUTHERFORD RD S
 BRAMPTON, ON L6W 3X3, CANADA
 Tel: 905-454-3442 Fax: 905-451-3457
 Email: info@bestinternationalcargo.ca

Date
2/11/2024

To:
SPEAK2VOICE 16170 KENSINGTON DR, # 112 SUGARLAND TX 77479 USA Tel: 848 219 7924 Email: fairtrade2001@aol.com

				Amount Due	Amount Enc.	
				USD 277,071.00		
Date	Transaction			Amount	Balance	
08/26/2022	INV #14066. Due 08/26/2022. Orig. Amount USD 1,200.00. 220625607			1,200.00	1,200.00	
02/28/2023	INV #14185. Due 02/28/2023. Orig. Amount USD 1,272.00. Charges Paid to William			1,272.00	2,472.00	
06/28/2023	INV #14260. Due 06/28/2023. Orig. Amount USD 750.00. LTM 1300 TONU CHARGES			750.00	3,222.00	
06/28/2023	INV #14261. Due 06/28/2023. Orig. Amount USD 42,448.00. GMK 6220 // NPTBT024002			17,598.00	20,820.00	
07/31/2023	INV #14274. Due 07/31/2023. Orig. Amount USD 7,995.00. RICDV3228700			7,995.00	28,815.00	
09/01/2023	INV #14309. Due 09/01/2023. Orig. Amount USD 33,860.00. Used Grove GMK 5210/5180 All Terrain Crane S/NO. 5180-9075 // NPTBT024010			33,860.00	62,675.00	
09/01/2023	INV #14310. Due 09/01/2023. Orig. Amount USD 9,150.00. USED 2000 DEMAG AC 180 ALL TERRAINE CRANE S/NO. 24073 // 65902951			9,150.00	71,825.00	
09/01/2023	INV #14311. Due 09/01/2023. Orig. Amount USD 9,150.00. USED 1995 KRUPP KMK 5160 ALL TERRAIN CRANE S/NO. 51608091 // 67567135			9,150.00	80,975.00	
09/01/2023	INV #14312. Due 09/01/2023. Orig. Amount USD 65,805.00. USED LIEBHERR LTM 1300/1 ALL TERRAIN CRANE S/NO. 071133 // 63903682, 66903679, 68901317			805.00	81,780.00	
09/01/2023	INV #14313. Due 09/01/2023. Orig. Amount USD 38,503.00. USED 2000 DEMAG AC 180 ALL TERRAINE CRANE			38,503.00	120,283.00	
09/01/2023	INV #14314. Due 09/01/2023. Orig. Amount USD 21,038.00. Used Grove GMK6300B All Terrain Crane S/NO. 62508055 // NPTBT024009			21,038.00	141,321.00	
09/01/2023	INV #14319. Due 09/01/2023. Orig. Amount USD 32,750.00. USED 1995 KRUPP KMK 5160 ALL TERRAIN CRANE S/NO. 51608091 // 67567135			32,750.00	174,071.00	
11/22/2023	INV #14395. Due 11/22/2023. Orig. Amount USD 52,000.00. CAN0755999A, CAN0755999B			52,000.00	226,071.00	
11/22/2023	INV #14398. Due 11/22/2023. Orig. Amount USD 8,000.00. 60579888			8,000.00	234,071.00	
01/29/2024	INV #14446. Due 01/29/2024. Orig. Amount USD 39,000.00. USED LIEBHERR LTM 1300/1 ALL TERRAIN CRANE S/NO. 071133 // MM010597			39,000.00	273,071.00	
02/11/2024	INV #14459. Due 02/11/2024. Orig. Amount USD 4,000.00. Forklift			4,000.00	277,071.00	
CURRENT		1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
4,000.00		39,000.00	0.00	60,000.00	174,071.00	USD 277,071.00



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Exhibit B

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("this Agreement") is made and entered into on this 27 day of January, 2024, by and between Speak 2 Voice, LLC ("S2V"), Best International Cargo, Inc. ("Best") and North America Machinery LLC ("NAM"). S2V, Best and NAM and are hereinafter referred to collectively as the "Parties".

I.

RECTIALS

IN December, 2023, a dispute arose between the parties regarding various charges pertaining to five cranes bought by S2V, namely, a 2000 Grove GMK 5210 Crane S/N 51809075, a 2000 Grove GMK 6300 Crane S/N 62508055, 2003 Liebherr LTM 1300-1 Crane S/N 71133, a 1995 Krupp KMK 5160 crane S/N 51608091 and a 2000 Demag AC 180 Crane S/N 24073 (the "Cranes" herein) and who should pay such charges and the amounts due (the "Dispute").

b) The Parties understand that prolonging the Dispute will negatively impact the availability of the Cranes, their businesses, and cause unnecessary financial turmoil and risk for the Parties.

c) The Parties wish to settle their dispute, amicably, and therefore enter into this Agreement as to resolve all claims they have against one another.

d) AS TO EACH AND EVERY ALLEGATION MADE BY A PARTY RECTED ABOVE, THE PARTIES HAVE EXPRESSLY DENIED SUCH ALLEGATIONS AND CONTINUES TO SO DENY.

e) The Parties desire to compromise and settle their Dispute. Without admission of fault and for the sole purpose of avoiding litigation, NAM, Best and S2V desire to enter into this Agreement in order to provide for certain payment in full and complete discharge of all of the alleged claims, complaints, losses, expenses and damages, past, present and future, which are or could be the subject of a suit against S2V or another of the Parties.

II.

AGREEMENT

The Parties hereby agree as follows:

RELEASE AND DISCHARGE

NAM and Best are releasing and discharging their claims, actions, and causes of action against S2V, and S2V is releasing and discharging its claims against NAM and Best, subject to the payments recited below.

The Parties' release applies to each other Party and its respective agents, principals, servants, legal representatives, employees, directors, shareholders, members, officers, and insurers, and all persons, firms, organizations, and corporations related to or in privity with the foregoing, even if such persons or entities are not specifically named in this Agreement.

In consideration of the payments and other agreements contained herein, NAM and Best does hereby RELEASE, ACQUIT AND FOREVER DISCHARGE S2V and its agents, principals, servants, legal representatives, employees, directors, shareholders, members, officers, and insurers, and all persons, firms, organizations, and corporations related to or in privity with the foregoing, even if such persons or entities are not specifically named in this Agreement, of and from any and all claims, demands and causes of action owned or held by NAM and Best and/or his heirs, successors, assigns, and attorneys which arise from or in any way relate to S2V, the Cranes or the Dispute.

This Agreement includes, but is not limited to:

- 1) any liability which arises directly or indirectly out of or is in any manner related to S2V, the Cranes or the Dispute; and/or
- 2) any liability which arises directly or indirectly out of or is in any manner related to the damages allegedly sustained as a result of the Cranes, their storage, delivery or payment at issue; and/or
- 3) any liability which arises directly or indirectly out of or is in any

ARMAGHAN AHMAD
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50039599
MY COMMISSION EXPIRES JUN. 03, 2026

Abd
Ajayjani



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Exhibit C

iv) This Agreement is a release and discharge of any and all claims, demands and causes of action of whatever nature, whether arising in contract, in tort or based upon any other theory of recovery known or unknown, presently existing, existing in the past or which might ever accrue in the future which arise from or in any way relate to S2V, the Cranes, or the Dispute.

v) This Agreement is, without limitation, a release and discharge of all claims, demands and causes of action of whatever nature for past, present or future lost profits, lost business opportunities, out of pocket expenses, loss of use, loss of value, personal injury, pain and suffering, mental anguish, lost earnings or earning capacity, attorneys' fees, loss of consortium, equitable relief, exemplary damages and all other expenses, losses or damages of any kind, past, present or future with regard to S2V, the Cranes or the Dispute.

b) PAYMENT

In consideration for the agreements set forth above and below, and with the understanding by all parties to this Agreement that no portion thereof constitutes exemplary or punitive damages, the Parties do hereby agree, upon execution of this Agreement, to the following:

Upon execution of this Agreement, S2V agrees to pay to NAM the sum of NINE HUNDRED THOUSAND DOLLARS (\$900,000.00) as follows: Universal Equipment, located in India, will make one payment by check of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) on behalf of S2V to Maple Maritime, who is collecting on behalf of NAM on or before January 31, 2024 in India, and 2) a second wire payment of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) from S2V, into the account of NAM in the United States, or before January 31, 2024. If such wire payment is not received within five business days after January 31, 2024 (February 7, 2024), then NAM may deposit the check provided by S2V for \$100,000.00 not earlier than February 7, 2024 (Check No. 1980).

Upon receipt of the two above described payments, NAM and Best will release the following Cranes: 2000 Grove GMK 5210 Crane S/N 51809075, a 2000 Grove GMK 6300 Crane S/N 62508055, 2000 Demag AC 180 Crane S/N 24073 to the end purchaser in India. NAM and Best shall release the Cranes by Telex immediately upon receipt of payment.

ii) Upon execution of this Agreement, S2V agrees to pay to NAM the remaining balance of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) as follows: one check payment of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) on or before February 20, 2024 to NAM, in the United States (Check No. 1981). Upon receipt of this payment, the NAM and Best shall cause the a 2003 Liebherr LTM 1300-1 Crane S/N 71133 and 1995 Krupp KMK 5160 crane S/N 51608091 to be immediately released to its end purchaser, via Telex release.

iii) NAM and Best hereby acknowledge, upon receipt, the sufficiency of the payment in full and final satisfaction of all claims which arise from or in any way relate to S2V, the Cranes, or the Dispute. Upon receipt of the payment described above, NAM and Best shall release the Cranes as directed by S2V without any further charges, encumbrances, fees or any other cost.

iv) In exchange for the payment of the sum specified above, paid by the payor to the payee above indicated, and the release of the Cranes, the mutual releases and other obligations shall be final and irrevocable.

v) Should Universal Equipment not make the payments scheduled in (i) above, S2V shall be liable for the full amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

c) REPRESENTATIONS AND WARRANTIES

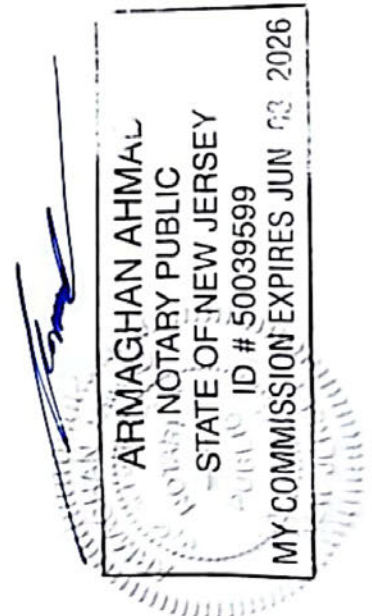
The Parties represent and warrants that they are or represents the only person who is entitled to any recovery for any cause whatsoever for damages, expenses, or losses allegedly incurred as a result of the claims described in the Dispute.

The Parties represent and warrants that they have not assigned or transferred all or any part of the claims, demands, actions, or causes of action referred to in the Dispute and this Agreement to any person, firm or corporation.

Each Party represents and warrants that it is or represents the full and sole owner of the claims, demands, actions, or causes of action referred to in the Dispute and this Agreement at the time of the execution of this Agreement.

d) INDEMNITY AGREEMENT

i) NAM AND BEST HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND S2V, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, ACTIONS AND CAUSES OF ACTION, INCLUDING, BUT NOT



Signature



THIS AGREEMENT IS ENTIRELY CONTAINED HEREIN, AND NO OTHER DOCUMENTS OR INSTRUMENTS ARE REQUIRED TO ENFORCE THIS AGREEMENT. THIS AGREEMENT IS BASED UPON SUBROGATION, WHICH HAVE BEEN OR WHICH MAY HERINAFTER BECOME ASSERTED BY ANY PERSON, FIRM OR CORPORATION, FOR ANY ALLEGED DAMAGES AND/OR LOSSES SUSTAINED AS A RESULT OF THE CLAIMS DESCRIBED IN THE LAWSUIT AND THIS AGREEMENT.

e) CONFIDENTIALITY

i) The Parties agree to keep the terms of this Agreement and the amount of the settlement, as well as any negotiations relating hereto or thereto, confidential, except the Parties may disclose the settlement and the amount thereof to his respective partners, tax advisors, financial planning advisors and bankers, whom each Party agrees to caution as to the confidentiality of this Agreement and the amount of the settlement. The Parties not to divulge the terms of this Agreement and the amount of the settlement to others, including but not limited to any experts, consultants, witnesses, attorneys and/or agents or representatives of the press or media. Each Party agrees not to make any public announcements whatsoever regarding the fact of settlement or any settlement negotiations.

ii) The disclosure of any of the aforementioned information, in violation of this provision, shall be deemed a material breach of the Agreement. The amount of damages for any such breach shall be determined by a court of competent jurisdiction.

iii) The Parties further agree that no part of the payment set forth in Section II. (b.) herein constitutes consideration paid for the confidentiality provisions of this Agreement, except as provided: S2V agrees that the confidentiality provisions of this Agreement are supported by good and valuable consideration, mutually exchanged by the Parties, including but not limited to: (1) eliminating the costs and expenses that would be incurred further litigating the Dispute; (2) avoiding the public disclosure of testimony and/or documents at trial regarding facts that could be embarrassing for the Parties; and (3) avoiding the expense, stress, and uncertainty of a trial, including the possibility of appeal from an unfavorable judgment.

f) NON-DISPARAGEMENT

i) The Parties mutually agree that they will not disparage one another, either directly or indirectly, or encourage any other person to disparage any other Party. The Parties shall not make or publish disparaging statements about any other Party's business, employees, or personal or professional attributes. For the purposes of this provision, "disparage" or "disparaging" means and includes any negative, derogatory or uncomplimentary statement, or statement intended to cast any other Party in an unfavorable light, whether oral, written, or electronic, including on the internet or social media.

ii) The violation of this non-disparagement provision shall be deemed a material breach of this Agreement. The amount of damages for any such breach shall be determined by a court of competent jurisdiction.

iii) The Parties further agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Parties refusing to enter into this Agreement.

g) DISCLAIMER OF LIABILITY

Each Party agrees and acknowledges that he accepts payment of the consideration and other concessions specified in this Agreement as a full and complete compromise of matters involving disputed issues and is in full satisfaction of all of his claims against another Party; that the payment of any sum by S2V will not be considered admission of liability by any party; and that no past or present wrongdoing on the part of S2V will be implied by such payment.

h) ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and will be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. It is understood and agreed that this Agreement supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to S2V, the Cranes and the Dispute, and that no oral understandings, statements, promises, or inducements contrary to the terms set forth herein exist.

i) CONSTRUCTION / FUTURE DISPUTES

i) This Agreement is entered into in the State of Texas, and it will be construed and interpreted in accordance with the laws of the State of Texas.

ii) The Parties agree that if any ambiguity shall be determined to be present in this Agreement, it shall not be construed against the party drafting this Agreement, but shall be construed to effectuate the intent of the Parties as expressed in this Agreement.

ARMAGHAN AHMAD
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50039599
MY COMMISSION EXPIRES JUN. 03, 2026



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performance of this Agreement or any of its provisions, the Parties agree to attempt to resolve such disputes with a mutually agreed upon mediator, or if the Parties cannot agree upon a mediator, a mediator shall be supplied from a qualified pool from an organization such as the American Arbitration Association or Association of Attorney Mediators. If litigation is brought to construe or enforce this Agreement, the prevailing party shall be entitled to recover attorneys' fees, as well as court costs and expenses, including the cost of mediation.

D) CONTRACTUAL AGREEMENT

It is understood and agreed by all parties to this Agreement that the terms of this Agreement are contractual and not a mere recital.

K) REPRESENTATIONS OF COMPLETION OF AGREEMENT

i) The Parties acknowledge they have been represented by counsel throughout the negotiations leading to this Agreement and they have consulted with counsel regarding the meaning and effect of this Agreement. The Parties agree that the terms and provisions of this Agreement are not to be construed more strictly against S2V and that it is the intention of the Parties that its terms and provisions be construed as having the plain meaning of the terms used.

ii) The Parties have carefully read the foregoing Agreement, understands the contents thereof and have signed the same as his own free act and deed.

iii) In executing and giving this Agreement, the Parties hereby state they have not relied upon any statement or representation pertaining to this matter made by the person, persons, firms, organizations or corporations who are hereby released or by any person or persons representing them.

D) SEVERABILITY:

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement provided that the essential purposes of this Agreement are not vitiated thereby.

m) EXECUTION OF DOCUMENT:

This Agreement may be executed in multiple counterparts.

EXECUTED on this 29 day of January, 2024.

SPEAK 2 VOICE, LLC

SP² . OICE LLC
Kensington Dr. #137
Sugar Land, TX 77479

SPEAK2VOICE LLC
16107 Kensington Dr. #137
Sugar Land, TX 77479

By: Rahim Rajwani

Its: Member

NORTH AMERICA MACHINERY, LLC

By: AJAY JANI

Its: CEO

NORTH AMERICA MACHINERY LLC
B6, Carter Drive, Suite 201,
Edison, NJ 08817, USA
TEL: 732-363-2422

ARMAGHAN AHMAD
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50039599
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WISI INTERNATIONAL CARGO, INC.




By: Amit Kumar

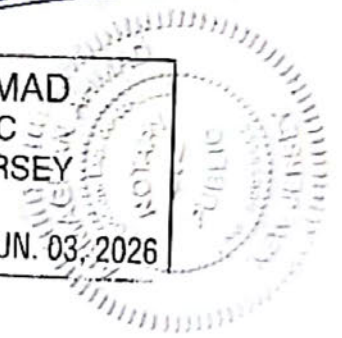
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Ajogjaw.

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

Page 4


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NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50039599
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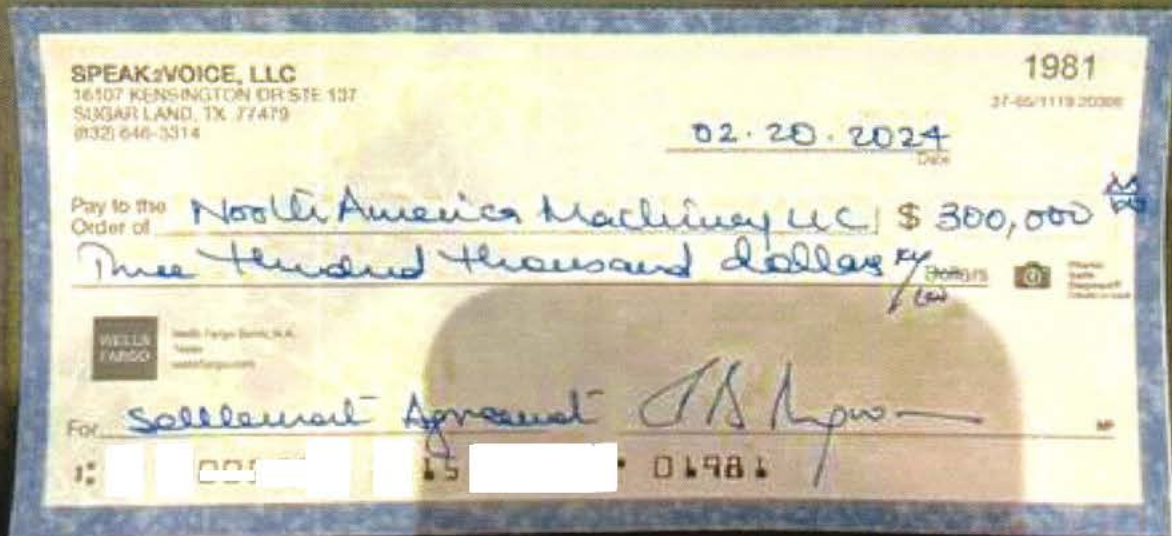
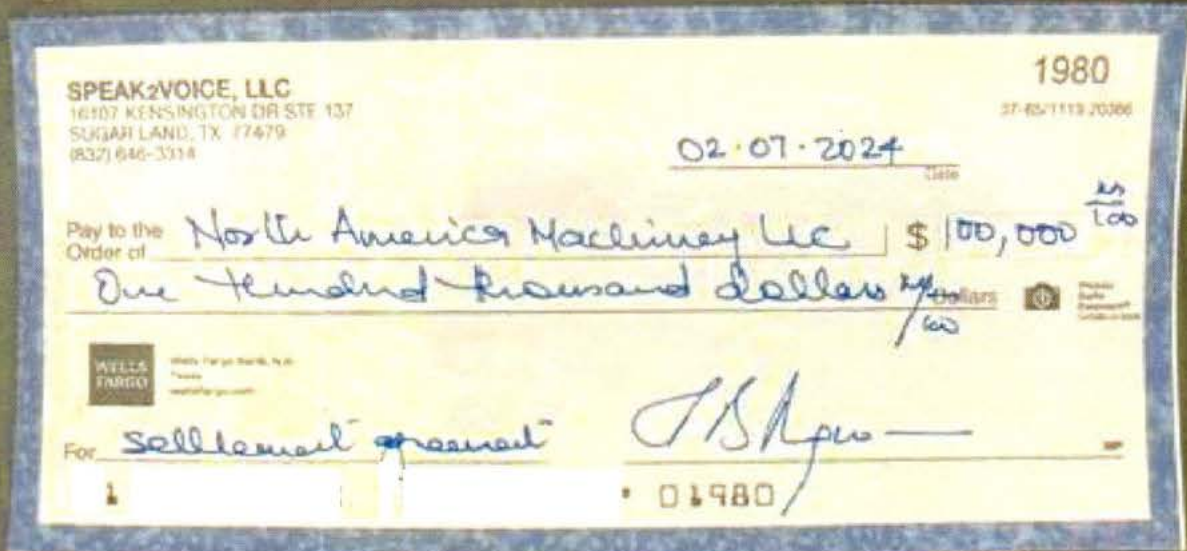


Exhibit C

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07:54

36%



deposited into your account



have been returned



Inbox



Wells Farg... Yesterday

to me



WELLS FARGO

Checks deposited into your Wells Fargo account have been returned

The following deposited checks have been returned unpaid. As a result, we have deducted the following amount \$100000.00 from your account North America Machin.

Date	Reason	Check number	Amount
02/09/2024	NSF-Insuf Funds	000000198 0	\$100000.00

We are sending you a paper copy of these checks via U.S. mail, which includes the front and back image of the returned check(s) for your reference.

For the most current balance and more account details, as well as access to deposited check images, [sign on](#) and go to this account.

If you have questions, please call us at 1-800-225-5935, 24 hours a day, 7 days a week.

Thank you for banking with Wells Fargo. We appreciate your business.

Wells Fargo Online Customer Service

[wellsfargo.com](#) | [Security Center](#) | [Contact Us](#)

Please do not reply to this automated email.

To modify or cancel your alerts, sign on to [Manage Alerts](#).

235a2-816-b111-100f1ba57c-a2656bd3_65c6e4a6_1e32-273



Electronic Certified Copy

SESHAASAI (M) / CTS - 2010



ICICI Bank
Mumbai - Carnac Bunder Branch
Shop No 17, 18, Vyapar Bhavan, P Dattatreya Road, Carnac Bunder, Mumbai, Maharashtra-400009
RTGS / NEFT / IFSC Code : ICIC0001227

Pay Maple Maritime Pvt Ltd

Rupees four crore fifteen lakh only

Ac No. 12 575

23/11/22
CABUS CBS
BUSINESS BANKING : CURRENT ACCOUNT
Payable at par at all branches of ICICI Bank Limited in India



UNIVERSAL CRANES AND EQUIPMENTS

Shree

AUTHORISED SIGNATORIES
Please sign above

VALID FOR THREE MONTHS ONLY
18022024
D D M M Y Y Y Y

OR ORDER

₹ 4,15,00,000

29

Exhibit D



NICHAMOFF
LAW PC

2444 Times Boulevard, Suite 270
Houston, Texas 77005
(713) 503-6706
www.nichamofflaw.com

March 8, 2024

Fort Bend County District Clerk

Ref: North America Machinery, LLC VS. Speak2VOICE LLC and RAHIM
Cause # 24-DCV-313877

Dear Fort Bend County District Clerk,

On 3/5/2024, I filed PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE into envelope # 85202377. I failed to request and pay for 2 citations and would like to do so with this request.

Citations to be issued:

Defendant Speak2Voice, 5024 Bellevue Falls Lane, Sugar Land, Texas 77479. This defendant may be served through its registered agent, Mr. Rajwani, at its registered office, 5024 Bellevue Falls Lane, Sugar Land, Texas 77479.

Defendant Mr. Rajwani, an individual residing at 5024 Bellevue Falls Lane, SugarLand, Texas 77479, may be served with process at his residence..

Should you have any questions, please do not hesitate to contact me.

Thank you.

Regards,

/s/ Seth A. Nichamoff
Seth A. Nichamoff
State Bar No. 24027568

Electronic Certified Copy



**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

TO: RAHIM RAJWANI
5024 BELLEVUE FALLS LANE
SUGAR LAND TX 77479

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** filed on **March 05, 2024**, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

The case is presently pending before the **400TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas. It bears cause number **24-DCV-313877** and is styled:

NORTH AMERICA MACHINERY, LLC VS. SPEAK2VOICE, LLC AND RAHIM RAJWANI

The name and address of the attorney for **PLAINTIFF(S)** is:

SETH ALLEN NICHAMOFF
NICHAMOFF LAW PC
2444 TIMES BOULEVARD SUITE 270
HOUSTON TX 77005
713-503-6706

The nature of the demands of said **PLAINTIFF(S)** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, **on this the 15th day of March, 2024.**

BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS

Physical Address:

1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By: 

Deputy District Clerk TRANISHA GOFFINET
Telephone: (281) 344-3959



Electronic Certified Copy

24-DCV-313877

400th Judicial District Court

North America Machinery, LLC VS. Speak2Voice, LLC and Rahim Rajwani

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Came to hand on the _____ day of _____, 20__, at _____ o'clock ____M. Executed at _____, within the County of _____, at _____ o'clock ____M. on the _____ day of _____, 20__, by delivering to the within named _____, in person, a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

Total fee for serving ____ citation at \$80.00 each \$_____

Name of Officer or Authorized Person

County, Texas

By: _____
Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

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"My name is _____,
(First, Middle, Last)

my date of birth is _____, and my address is _____
(Street, City, Zip)

_____."

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____, on the _____
day of _____.

Declarant / Authorized Process Server

(Id # & expiration of certification)

ORIGINAL

Citation issued to Rahim Rajwani on 3/15/2024.

Electronic Certified Copy



**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

**TO: RAHIM RAJWANI
5024 BELLEVUE FALLS LANE
SUGAR LAND TX 77479**

NOTICE:

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NORTH AMERICA MACHINERY, LLC VS. SPEAK2VOICE, LLC AND RAHIM RAJWANI

The name and address of the attorney for **PLAINTIFF(S)** is:

**SETH ALLEN NICHAMOFF
NICHAMOFF LAW PC
2444 TIMES BOULEVARD SUITE 270
HOUSTON TX 77005
713-503-6706**

The nature of the demands of said **PLAINTIFF(S)** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** accompanying this citation and made a part hereof.

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**BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By: 

Deputy District Clerk TRANISHA GOFFINET
Telephone: (281) 344-3959



SERVICE

Electronic Certified Copy



24-DCV-313877

400th Judicial District Court

North America Machinery, LLC VS. Speak2Voice, LLC and Rahim Rajwani

OFFICER'S OR AUTHORIZED PERSON'S RETURN

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Name of Officer or Authorized Person

County, Texas

By: _____
Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

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"My name is _____,
(First, Middle, Last)

my date of birth is _____, and my address is _____
(Street, City, Zip)

."

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____, on the _____
day of _____.

Declarant / Authorized Process Server

(Id # & expiration of certification)

SERVICE

Citation issued to Rahim Rajwani on 3/15/2024.

Electronic Certified Copy

**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK****THE STATE OF TEXAS****CITATION**

**TO: SPEAK2VOICE, LLC
C/O REGISTERED AGENT MR RAJWANI
5024 BELLEVUE FALLS LANE
SUGAR LAND TX 77479**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** filed on **March 05, 2024**, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

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NORTH AMERICA MACHINERY, LLC VS. SPEAK2VOICE, LLC AND RAHIM RAJWANI

The name and address of the attorney for **PLAINTIFF(S)** is:

**SETH ALLEN NICHAMOFF
NICHAMOFF LAW PC
2444 TIMES BOULEVARD SUITE 270
HOUSTON TX 77005
713-503-6706**

The nature of the demands of said **PLAINTIFF(S)** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** accompanying this citation and made a part hereof.

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**BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By: 

**Deputy District Clerk TRANISHA GOFFINET
Telephone: (281) 344-3959**



Electronic Certified Copy

24-DCV-313877

400th Judicial District Court

North America Machinery, LLC VS. Speak2Voice, LLC and Rahim Rajwani

OFFICER'S OR AUTHORIZED PERSON'S RETURN

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Total fee for serving ____ citation at \$80.00 each \$_____

Name of Officer or Authorized Person

County, Texas

By: _____
Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

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"My name is _____,
(First, Middle, Last)

my date of birth is _____, and my address is _____
(Street, City, Zip)

_____,

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____, on the _____
day of _____.

Declarant / Authorized Process Server

(Id # & expiration of certification)

ORIGINAL

Citation issued to Speak2Voice, LLC on 3/15/2024.

Electronic Certified Copy



**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

THE STATE OF TEXAS

CITATION

**TO: SPEAK2VOICE, LLC
C/O REGISTERED AGENT MR RAJWANI
5024 BELLEVUE FALLS LANE
SUGAR LAND TX 77479**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** filed on **March 05, 2024**, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

The case is presently pending before the **400TH JUDICIAL DISTRICT COURT** of Fort Bend County sitting in Richmond, Texas. It bears cause number **24-DCV-313877** and is styled:

NORTH AMERICA MACHINERY, LLC VS. SPEAK2VOICE, LLC AND RAHIM RAJWANI

The name and address of the attorney for **PLAINTIFF(S)** is:

**SETH ALLEN NICHAMOFF
NICHAMOFF LAW PC
2444 TIMES BOULEVARD SUITE 270
HOUSTON TX 77005
713-503-6706**

The nature of the demands of said **PLAINTIFF(S)** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** accompanying this citation and made a part hereof.

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**BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By: 

Deputy District Clerk TRANISHA GOFFINET
Telephone: (281) 344-3959



SERVICE

Electronic Certified Copy



24-DCV-313877

400th Judicial District Court

North America Machinery, LLC VS. Speak2Voice, LLC and Rahim Rajwani

OFFICER'S OR AUTHORIZED PERSON'S RETURN

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Total fee for serving ____ citation at \$80.00 each \$_____

Name of Officer or Authorized Person

County, Texas

By: _____
Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

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"My name is _____,
(First, Middle, Last)

my date of birth is _____, and my address is _____
(Street, City, Zip)

."

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in _____ County, State of _____, on the _____
day of _____.

Declarant / Authorized Process Server

(Id # & expiration of certification)

SERVICE

Citation issued to Speak2Voice, LLC on 3/15/2024.

Electronic Certified Copy

**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK**

THE STATE OF TEXAS

Beverley McGrew Walker
District Clerk
Fort Bend County, Texas
Dreamy Jose

CITATION

**TO: SPEAK2VOICE, LLC
C/O REGISTERED AGENT MR RAJWANI
5024 BELLEVUE FALLS LANE
SUGAR LAND TX 77479**

NOTICE:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** filed on **March 05, 2024**, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

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NORTH AMERICA MACHINERY, LLC VS. SPEAK2VOICE, LLC AND RAHIM RAJWANI

The name and address of the attorney for **PLAINTIFF(S)** is:

**SETH ALLEN NICHAMOFF
NICHAMOFF LAW PC
2444 TIMES BOULEVARD SUITE 270
HOUSTON TX 77005
713-503-6706**

The nature of the demands of said **PLAINTIFF(S)** is shown by a true and correct copy of the **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** accompanying this citation and made a part hereof.

If this Citation is not served, it shall be returned unserved. Issued under my hand and seal of said Court, at Richmond, Texas, **on this the 15th day of March, 2024.**

**BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By:

Tranisha Goffinet
Deputy District Clerk TRANISHA GOFFINET
Telephone: (281) 344-3959



Electronic Certified Copy

24-DCV-313877

400th Judicial District Court

North America Machinery, LLC VS. Speak2Voice, LLC and Rahim Rajwani

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Came to hand on the 22 day of March, 2024, at 5:00 o'clock P M. Executed at 5024 Bellevue Falls LN Sugar Land, TX 77479, within the County of Ft Bend, at 7:25 o'clock A M. on the 26 day of March, 2024, by delivering to the within named Speak2Voice LLC c/o Registered Agent Mr. Rajwani, in person, a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

Total fee for serving ___ citation at \$80.00 each \$ _____

Shawn Morgan
Name of Officer or Authorized Person

Ft Bend County, Texas

By: Shawn Morgan
Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

In accordance with Rule 107: The officer or authorized person who serves, or attempts to serve, a citation shall sign the return. The signature is not required to be verified. If the return is signed by a person other than a sheriff, constable, or the clerk of the court, the return shall be signed under penalty of perjury and contain the following statement:

"My name is Shawn Terrance Morgan,
(First, Middle, Last)

my date of birth is 3-23-66, and my address is 603 Dalewood
(Street, City, Zip)

Missouri City, TX 77489."

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in Ft Bend County, State of Texas, on the 26 day of March 2024.

Shawn Morgan
Declarant / Authorized Process Server

5979 5-30-24
(Id # & expiration of certification)

ORIGINAL

Citation issued to Speak2Voice, LLC on 3/15/2024.

Electronic Certified Copy



**SERVICE FEE NOT COLLECTED
BY DISTRICT CLERK****THE STATE OF TEXAS****Beverley McGrew Walker**
District Clerk
Fort Bend County, Texas
Dreamy Jose**CITATION****TO: RAHIM RAJWANI**
5024 BELLEVUE FALLS LANE
SUGAR LAND TX 77479**NOTICE:**

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on Monday next following the expiration of twenty days after you were served this citation and **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE** filed on **March 05, 2024**, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](https://www.texaslawhelp.org).

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NORTH AMERICA MACHINERY, LLC VS. SPEAK2VOICE, LLC AND RAHIM RAJWANI

The name and address of the attorney for **PLAINTIFF(S)** is:

SETH ALLEN NICHAMOFF
NICHAMOFF LAW PC
2444 TIMES BOULEVARD SUITE 270
HOUSTON TX 77005
713-503-6706

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BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXASPhysical Address:1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469Mailing Address:301 Jackson Street, Room 101
Richmond, Texas 77469By: Deputy District Clerk TRANISHA GOFFINET
Telephone: (281) 344-3959**Electronic Certified Copy**

24-DCV-313877

400th Judicial District Court

North America Machinery, LLC VS. Speak2Voice, LLC and Rahim Rajwani

OFFICER'S OR AUTHORIZED PERSON'S RETURN

Came to hand on the 22 day of March, 2024, at 5:00 o'clock P M. Executed at 5024 Bellevue Falls LN Sugar Land, TX 77479, within the County of Fe Bend, at 2:25 o'clock A M, on the 26 day of March, 2024, by delivering to the within named Rahim Rajwani, in person, a true copy of this citation together with the accompanying copy of the petition, having first attached such copy of such petition to such copy of citation and endorsed on such copy of citation the date of delivery.

Total fee for serving ___ citation at \$80.00 each \$ _____

Shawn Morgan

Name of Officer or Authorized Person

Fe Bend

County, Texas

By: Shawn Morgan

Signature of Deputy or Authorized Person

*State day and hour and place of serving each person.

COMPLETE IF YOU ARE A PERSON OTHER THAN A SHERIFF, CONSTABLE, OR CLERK OF THE COURT.

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"My name is Shawn Terrance Morgan,
(First, Middle, Last)

my date of birth is 3-25-66, and my address is 603 Oakwood
(Street, City, Zip)

Missouri City, TX 77489

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed in Fe Bend County, State of Texas, on the 26 day of March 2024.

Shawn Morgan

Declarant / Authorized Process Server

5979 5-30-24

(Id # & expiration of certification)

ORIGINAL

Citation issued to Rahim Rajwani on 3/15/2024.

Electronic Certified Copy



CAUSE NO. 24-DCV-313877

NORTH AMERICA MACHINERY
 LLC,

Plaintiff,

VS.

SPEAK2VOICE LLC and RAHIM
 RAJWANI

Defendants.

§
§
§
§
§
§
§

IN THE DISTRICT COURT

FORT BEND COUNTY, TEXAS

400th JUDICIAL DISTRICT

DEFENDANT SPEAK2VOICE ORIGINAL ANSWER

TO THE HONORABLE JUDGE:

Defendant **SPEAK2VOICE** (*Defendant*), files this Answer in response to Plaintiff, **NORTH AMERICA MACHINERY LLC**'s Original Petition ("Petition") in the above captioned action. In support hereof, Defendant would respectfully show this Court as follows:

GENERAL DENIAL

1. Defendant generally denies any and all allegations contained in the Original Petition pursuant to Rule 92 of the Texas Rules of Civil Procedure and demand strict proof thereof by the requisite legal standards.

PRAYER

Defendant respectfully requests that this Court enter a judgment that Plaintiff takes nothing from his claims and to assess all costs against Plaintiff. Defendant further prays for any further legal or equitable relief to which he may be entitled.

RESPECTFULLY SUBMITTED,

GK LAW, PLLC

/s/ Gagan Khan

GAGAN KHAN

State Bar No. 24090207



efile@gagan.law

RANDALL B. CLARK

State Bar No. 04294900

efile@gagan.law

701 N. Post Oak Road, Suite 612

Houston, Texas 77024

Phone: 713.428.2045

Fax: 806.243.5734

COUNSEL FOR DEFENDANT



CERTIFICATE OF SERVICE

I certify that on April 15, 2024, a true and correct copy of this pleading was served upon all counsel and/or parties of record in accordance with the Texas Rules of Civil Procedure.

Seth A. Nichamoff
2444 Times Boulevard, Suite 270
Houston, Texas 77005
Tel: 713-503-6706
seth@nichamofflaw.com

via Electronic Filing

/s/ GAGAN KHAN
GAGAN KHAN



Automated Certificate of eService

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GK Law E-File Texas on behalf of Gagan Khan

Bar No. 24090207

efile@gagan.law

Envelope ID: 86651946

Filing Code Description: Answer/Response

Filing Description: Defendant Speak2Voice Original Answer

Status as of 4/15/2024 12:08 PM CST

Associated Case Party: North America Machinery, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Seth Alan Nichamoff	24027568	seth@nichamofflaw.com	4/15/2024 11:17:55 AM	SENT

Associated Case Party: Speak2Voice, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Gagan Khan		efile@gagan.law	4/15/2024 11:17:55 AM	SENT
Randall BurtonClark		efile@gagan.law	4/15/2024 11:17:55 AM	SENT

Associated Case Party: Rahim Rajwani

Name	BarNumber	Email	TimestampSubmitted	Status
Gagan Khan		efile@gagan.law	4/15/2024 11:17:55 AM	SENT
Randall BurtonClark		efile@gagan.law	4/15/2024 11:17:55 AM	SENT



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CAUSE NO. 24-DCV-313877

NORTH AMERICA MACHINERY
LLC,

Plaintiff,

VS.

SPEAK2VOICE LLC and RAHIM
RAJWANI

Defendants.

§
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§
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§

IN THE DISTRICT COURT

FORT BEND COUNTY, TEXAS

400th JUDICIAL DISTRICT

DEFENDANT RAHIM RAJWANI'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE:

Defendant **RAHIM RAJWANI** (*Defendant*), files this Answer in response to Plaintiff, **NORTH AMERICA MACHINERY LLC's** Original Petition ("Petition") in the above captioned action. In support hereof, Defendant would respectfully show this Court as follows:

GENERAL DENIAL

1. Defendant generally denies any and all allegations contained in the Original Petition pursuant to Rule 92 of the Texas Rules of Civil Procedure and demand strict proof thereof by the requisite legal standards.

PRAYER

Defendant respectfully requests that this Court enter a judgment that Plaintiff takes nothing from his claims and to assess all costs against Plaintiff. Defendant further prays for any further legal or equitable relief to which he may be entitled.

RESPECTFULLY SUBMITTED,

GK LAW, PLLC

/s/ Gagan Khan

GAGAN KHAN

State Bar No. 24090207



efile@gagan.law

RANDALL B. CLARK

State Bar No. 04294900

efile@gagan.law

701 N. Post Oak Road, Suite 612

Houston, Texas 77024

Phone: 713.428.2045

Fax: 806.243.5734

COUNSEL FOR DEFENDANT



CERTIFICATE OF SERVICE

I certify that on April 15, 2024, a true and correct copy of this pleading was served upon all counsel and/or parties of record in accordance with the Texas Rules of Civil Procedure.

Seth A. Nichamoff

2444 Times Boulevard, Suite 270

Houston, Texas 77005

Tel: 713-503-6706

seth@nichamofflaw.com

via Electronic Filing

/s/ GAGAN KHAN

GAGAN KHAN



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Associated Case Party: Speak2Voice, LLC

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Gagan Khan		efile@gagan.law	4/15/2024 11:17:55 AM	SENT

Associated Case Party: Rahim Rajwani

Name	BarNumber	Email	TimestampSubmitted	Status
Randall BurtonClark		efile@gagan.law	4/15/2024 11:17:55 AM	SENT
Gagan Khan		efile@gagan.law	4/15/2024 11:17:55 AM	SENT

Associated Case Party: North America Machinery, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Seth Alan Nichamoff	24027568	seth@nichamofflaw.com	4/15/2024 11:17:55 AM	SENT



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CERTIFICATION CERTIFICATE

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, BEVERLEY MCGREW WALKER, Clerk of the District Court of Fort Bend County, Texas, do certify that the record in Cause Number **24-DCV-313877** and styled:

NORTH AMERICA MACHINERY, LLC VS. SPEAK2VOICE, LLC AND RAHIM RAJWANI

in the 400th Judicial District Court of Fort Bend County, Texas to which this certification is attached is a true and correct copy of:

- **PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY RESTRAINING ORDER, JURY DEMAND, & RULE 193.7 NOTICE;**
- **LETTER REQUESTING CITATIONS;**
- **CITATION ISSUED TO RAHIM RAJWANI;**
- **CITATION ISSUED TO SPEAK2VOICE, LLC;**
- **OFFICER'S RETURN FOR SPEAK2VOICE, LLC;**
- **OFFICER'S RETURN FOR RAHIM RAJWANI;**
- **DEFENDANT SPEAK2VOICE ORIGINAL ANSWER;**
- **DEFENDANT RAHIM RAJWANI'S ORIGINAL ANSWER;**

in the matters and proceedings as appear of record in the 400th Judicial District Court of Fort Bend County, Texas.

Given under my official signature and seal of office at Richmond, Texas **on this the 22nd day of April, 2024**

**BEVERLEY MCGREW WALKER, DISTRICT CLERK
FORT BEND COUNTY, TEXAS**

Physical Address:

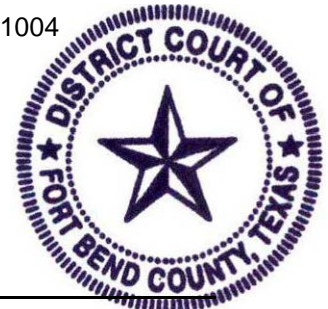
1422 Eugene Heimann Circle, Room 31004
Richmond, Texas 77469

Mailing Address:

301 Jackson Street, Room 101
Richmond, Texas 77469

By: 

Deputy District Clerk Yolanda Cole
Telephone: (281) 341-4509



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